

RENMARK IRRIGATION TRUST

Constituted by a Statute of the Parliament of South Australia 1893

ABN: 38 139 833 773

Application for Transfer of Ownership of: Water Delivery Rights and Water Entitlement

2022-23

Form PT123 Fee
\$37(Incl GST) *

**To ensure this form has been completed correctly, a copy should be supplied to Trust prior to settlement.
No action will be taken until confirmation of settlement is received. **

1. Transfer Details

Title	Water Delivery Rights		Water Entitlement
	Rated Ha	ML	

Please note – no allocation will be transferred to the Purchaser unless Form 3a is completed nominating the volume of allocation to be transferred.

2. Security

Purchaser must provide Security if the total volume of Water Delivery Rights held is greater than five times the volume of Water Entitlement held. Security must be nominated on Form PT05 and attached to this document.

N/A Form 5 Attached

3. Vendor Details & Authorisation

Account Name _____ Account No _____
 Postal Address _____
 Contact Nos _____
 Email _____

Authorisation (must be signed by all account holders) – I/We authorise the transfer of Water Delivery Rights and Water Entitlement, as outlined in the Transfer Details above, from our Renmark Irrigation Trust water account to the below mentioned purchaser.

Name _____ Signature _____ Date _____
 Name _____ Signature _____ Date _____
 Name _____ Signature _____ Date _____

4. Purchaser Details & Authorisation

Account Name _____ Account No _____
 Postal Address _____
 Contact Nos _____
 Email _____

Authorisation (must be signed by all account holders) – I/We authorise the transfer of Water Delivery Rights and Water Entitlement, as outlined in the Transfer Details above, to our Renmark Irrigation Trust water account from the below mentioned purchaser.

Name _____ Signature _____ Date _____
 Name _____ Signature _____ Date _____
 Name _____ Signature _____ Date _____

Office Use Only

*Fee only applicable if Entitlement is being transferred

Received: _____ Processed: _____ Authorised by: _____

Last updated June 2022

149 Murray Avenue | PO Box 15 | RENMARK SA 5341 | P: 08 8586 6911 | office@rit.org.au | www.rit.org.au



Transfer of Water Entitlement Factsheet and Declaration

This document outlines the requirements of Water Entitlement transfers, it must be read and signed before proceeding with any Water Entitlement transfer. Please refer to the Trust's Transfer Rules Policy for other important information relating to the transfer of Water Entitlement.

1. Water Entitlement

Water Entitlement (also called Irrigation Right) is a share of the Renmark Irrigation Trust's (the Trust) Water Entitlement held on its Water Licence which has been assigned to a specific individual or legal entity.

2. Transfer of Water Entitlement

Transfer of Water Entitlement allows for the transfer of rights between holders within the Trust's customer base, and the transfer of Water Entitlement off or onto the Trust's Water Licence. Water entitlements on other water licences are sometimes referred to as Water Access Entitlements or Irrigation Rights.

Transfers must comply with all requirements of the *Renmark Irrigation Trust Act 2009*, *Landscapes Act 2019*, *Water Act 2007* and any other associated legislation or regulatory policy.

Approval for the transfer of Water Entitlement is subject to compliance with the following requirements:

1. An application to the Trust for the transfer of Water Entitlement is required for all transfers and must be on the relevant Trust form: **FORM RIT1**.
2. All Applications must be accompanied by the relevant application fee(s):
2022-23 Internal Trades: \$37 incl GST; 2022-23 External Trades: \$335 incl GST.
3. Written consent to the transfer must be provided by any party who has a registered interest in the Water Entitlement: **FORM RIT4, or approval letter from the Interest Holder.**
4. Conveyance Water:
 - a. Where Water Entitlement is transferred off the Trust licence (as an external trade) **the equivalent of 3% of the transferred Water Entitlement volume must be transferred to the Trust to meet conveyance loss requirements.**
 - b. Water Entitlement that is purchased internally (from another RIT customer) that is later transferred off licence will be required to **transfer 3% of the transferred volume to the Trust to meet conveyance loss requirements.**
5. **Any remaining Water Levy for Entitlement, paid by the Trust, recouped quarterly, is payable at settlement.**
6. Where all Water Entitlement on a Trust Account is being transferred (including a property sale) and there is also a Trust domestic water supply associated with that account, for which 1 ML of Water Entitlement has not been previously supplied to the Trust, you have the following choices to retain your domestic supply and ensure deliverability of water:
 - a. Leave 1 ML of existing Water Entitlement on each title that has a domestic outlet;
 - b. Purchase 1 ML of Water Entitlement and transfer to each title that has a domestic outlet; or
 - c. Request the Trust to purchase at your cost 1 ML of Water Entitlement for each existing domestic outlet.

If you do not wish to retain a Trust domestic connection you must arrange for the Trust to disconnect and remove any existing domestic outlet(s) including payment of the disconnection fee.

Landholders with more than one title may also choose to provide for future domestic water supply on any other title by transferring Water Entitlement per title to the Trust – please refer to the Trust's Connection Policy for further information on new domestic outlet installations.

3. Selling Water Entitlement

1. The sale of Water Entitlement can be negotiated privately, through a water broker, or as part of a State or Commonwealth Government purchase program.
2. As there can be significant monetary value involved in the sale of Water Entitlements and the process may be complex, the Trust recommends that anyone selling their Water Entitlement consider seeking professional advice and/or representation to protect all parties.

4. Water Delivery Rights and Security

1. There is no requirement for any actions to be taken with Water Delivery Rights when undertaking a Water Entitlement transfer and you can retain all your Water Delivery Rights ensuring ongoing delivery access.
2. You can also seek to transfer some or all of the Delivery Rights, subject to Trust approval, to another person; or to pay a termination fee to terminate some or all of your Water Delivery Rights. This may occur at the same time as the Water Entitlement transfer or can occur at a later date.
3. If the total volume of Water Entitlement held by you is less than 20% of your total Water Delivery Rights then you are required to provide alternative security to protect the Trust’s interest in the payment of fees and charges for the delivery of water.
4. Security can be provided to the Trust in one or more of the following forms:
 - a. A charge over Water Entitlement that the applicant continues to hold within the Trust district
 - b. A charge over Water Entitlement held under different ownership within the Trust district;
 - c. A charge over a Water Access Entitlement with the same or different ownership on a private licence;
 - d. a guarantee given by an authorised deposit-taking institution within the meaning of the Banking Act 1959 (Commonwealth);
 - e. an encumbrance registered under the Real Property Act 1886 (SA) over the Certificate of Title(s) of the land parcel(s) which the Water Delivery Right allows water to be delivered to;
 - f. a deposit lodged with the Trust;
 - g. any other form of security agreed upon by the Trust and the applicant.

5. Further Information

If you require further information please contact the Trust’s Main Office on (08) 8586 6911. Please also refer to the Trust’s Transfer Rules Policy for further information regarding the processing of Water Entitlement Transfers. An ‘Information Statement’ detailing your holding information can be requested from the Trust.

6. Declaration

I declare that I have read and understood the information outlined in this document, including the volume of Water Entitlement and wish to proceed with the sale/purchase of my Water Entitlement held on the Trust’s Water Licence.

Account Name: _____ Account No: _____

Sale/Purchase Volume: _____ (ML) Conveyance Volume:* _____ (ML)
*3% of Sale Volume - refer to item 2.4

Name	Signature	Date
Name	Signature	Date



RENMARK IRRIGATION TRUST

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ABN: 38 139 833 773

2022/2023
Form 3a

\$26.00 inc GST
Nil if part of an
Entitlement Transfer

APPLICATION FOR: TRANSFER OF ALLOCATION INTERNAL – BETWEEN RIT ACCOUNTS (Temporary Water)

Trade Details

Trade Price \$ _____ Allocation to be traded _____ ML

Seller Details

Account Name _____ Account No _____

Postal Address _____

Contact Numbers _____

Email _____

Authorisation (must be signed by all account holders) – I/We authorise the trade of allocation from our RIT account as outlined in the Trade Details above.

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Purchaser Details

Account Name _____ Account No _____

Postal Address _____

Contact Numbers _____

Email _____

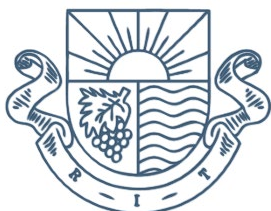
Authorisation (must be signed by all account holders) – I/We authorise the trade of allocation to our RIT account as outlined in the Trade Details above.

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Office Use Only

Trade Reference _____ Date _____



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2022/2023

PT05

Security Nomination Form

In the event of a property transaction involving parcel(s) of Trust Rated Land in the Renmark Irrigation Trust District the Trust requires a minimum of 20% of the Water Delivery Rights to be held as permanent water entitlement to remain on the rated land. Should this requirement not be met, the Trust will require another form of ongoing security of an amount equivalent to the termination fees for the rated land, being 10 times the access charge.

1. Property Details

Title	Water Delivery Rights		Water Entitlement
	Rated Ha	ML	

2. Security Type relevant to this application (attach supporting documentation)

- A charge over Water Entitlement that the applicant continues to hold;
- A charge over Water Entitlement held under a different ownership within the Trust district;
- RIT Account Name: _____ Account No: _____
- Signature _____ Must be signed by the Water Entitlement Holder if different from the Applicant
- Signature _____
- A charge over a Water Access Entitlement with the same or different ownership on a private licence;
- Private Licence Names: _____ Licence No: _____
- Signature _____ Must be signed by the Water Access Entitlement Holder if different from the Applicant
- Signature _____
- An encumbrance registered under the Real Property Act 1886 (SA) over the Certificate of Title(s) of the land parcels(s) which the Water Delivery Rights allow water to be delivered to;
- A guarantee given by an authorised deposit taking institution;
- A deposit lodged with the Renmark Irrigation Trust;
- Other, subject to agreement between the Renmark Irrigation Trust and the Water Delivery Right Holder

3. Applicant Details & Authorisation

Account Name _____ Account No _____

Postal Address _____

Contact Nos _____

Email _____

Name _____ Signature _____ Date _____

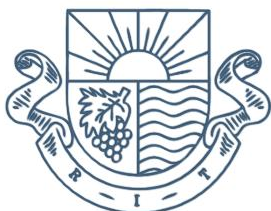
Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

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Office Use Only

Received _____ Processed _____ Authorised by _____



RENMARK IRRIGATION TRUST

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ABN: 38 139 833 773

Renmark Irrigation Trust Irrigation System

2022-23
PT04

Applicant

Name _____

Address _____

Phone _____ Mobile _____

Titles applicable to the trade

CT No						
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As owner(s)/lessee(s) of the above land, we agree and acknowledge that:

1. All water supplied by the Trust, whether Domestic, Irrigation or Industrial, comes from irrigation pipelines and is UNTREATED River Murray water and is **Non-Potable, unfit for human consumption**.
2. I/We will notify any employees, guests, representatives or assigns that the water UNTREATED River Murray water and is **Non-Potable, unfit for human consumption**
3. RIT's Water supply under our care shall remain totally independent of all other potable and non-potable water supplies and that no cross contamination is acceptable to either system. Any introduced chemicals or additive (ie fertiliser, etc) shall not return to the original supply or any other supplying water system
4. I/We will indemnify Renmark Irrigation Trust against any claim made on account of any illness or medical condition arising from water supplied by the service due to being informed that the water is **Not-Potable**

The Trust does not take any responsibility for the condition of any internal irrigation system. Please refer to *Part 5—Protection and facilitation of systems, 41—Protection and facilitation of systems* of the Trust Act, (attached).

Water odours can develop, especially after large rains, please phone the office on 8586 6050 to report odour problems.

Domestic water customers are required to maintain a storage capable of holding up to 7 days water supply. This is valuable during programmed shutdowns, breakdowns of the Trusts water supply structure, for the settling of dirty water and for avoiding odour problems.

All registered owners to sign

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Last updated June 2022

Part 5—Protection and facilitation of systems

40—Protection and facilitation of systems

(1) A person must not—

- (a) connect a channel or pipe to an irrigation or drainage system of an irrigation trust; or
- (b) place a structure or install equipment in, over or immediately adjacent to a channel or pipe connected to an irrigation or drainage system of an irrigation trust; or
- (c) supply water supplied or delivered to him or her by an irrigation trust under this Act to any other person,

unless he or she does so at the direction, or with the approval, of the trust.

(2) A person must not use a method of distributing irrigation water in a manner that is inconsistent with any determination or rule of an irrigation trust.

(3) A person who is a landowner under this Act—

- (a) must ensure that irrigation water does not drain or otherwise escape onto or into adjoining land so as to cause a nuisance to the adjoining landowner; and
- (b) must maintain, and when necessary repair or replace an irrigation or drainage system provided by the landowner; and
- (c) must not block or impede the flow of water in any part of an irrigation or drainage system except at the direction, or with the approval, of the irrigation trust; and
- (d) must, when necessary, clear channels and pipes of an irrigation or drainage system provided by the landowner; and
- (e) must ensure that channels and pipes on his or her land, including those forming part of an irrigation or drainage system provided by an irrigation trust, are protected from damage that is reasonably foreseeable.

(4) If, in the opinion of an irrigation trust, it is necessary or desirable in the interests of supplying or delivering water efficiently to, or draining water efficiently from, land, or in order to meet any duty or other requirement under the *Natural Resources Management Act 2004* (including a licence under that Act) or the *River Murray Act 2003*, or in order otherwise to provide for the proper management of water, the trust may by notice served on a landowner direct the landowner—

(a) to—

- (i) construct or erect channels, embankments, structures, tanks, ponds, dams or other facilities for holding water; or
- (ii) lay pipes; or
- (iii) install fittings or pumps or other equipment,

on his or her land; or

- (b) to widen or deepen channels forming part of an irrigation or drainage system provided by the landowner, to install fittings or equipment for or in relation to irrigating the land, or to carry out any other work on the land; or

- (c) to provide a barrier that is impervious to water on the sides and bed of a channel forming part of an irrigation or drainage system provided by the landowner; or
 - (d) to undertake such other act or activity as is specified in the notice.
- (5) An irrigation trust may by notice served on a landowner direct the landowner—
- (a) to erect fences to keep stock or other animals away from channels or pipes on the land; or
 - (b) to comply with the requirements of 1 or more of the other provisions of this section.
- (6) A notice under subsection (4) or (5) may specify—
- (a) the dimensions and gradients of channels, pipes or other works; and
 - (b) the dimensions, design, constituent materials and other specifications of—
 - (i) the barrier to prevent or reduce seepage of water from a channel;
 - (ii) pipes, structures (including fences) fittings or equipment.
- (7) If a person fails to comply with a notice, the trust may enter the relevant land and take the action specified in the notice and such other action as the trust considers appropriate in the circumstances and the trust's costs will be a debt due by the person to the trust.
- (8) A person who contravenes or fails to comply with a provision of this section or of a notice served under subsection (4) or (5) is guilty of an offence.

Maximum penalty: \$20 000.

Expiation fee: \$750.